


(Do not write above this line.)

<p align="center">State Bar Court of California Hearing Department Los Angeles PUBLIC MATTER</p>		
<p>Counsel For The State Bar</p> <p>Erin McKeown Joyce Deputy Trial Counsel State Bar of California 1149 South Hill Street Los Angeles, CA 90015-2299 (213) 765-1356</p>	<p>Case Number (s) 03-O-02352</p>	<p>(for Court's use)</p> <p align="center">FILED SEP 20 2010 STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p> <p align="center">kwiktag® 035 131 801 </p>
<p>Bar # 149946</p> <p>Counsel For Respondent</p> <p>JoAnne Earls Robbins Karpman & Associates 301 North Canon Drive, Suite 303 Beverly Hills (310) 887-3900</p>	<p>Submitted to: Settlement Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</p>	
<p>Bar # 82352</p> <p>In the Matter Of: MANSFIELD COLLINS</p>	<p>ACTUAL SUSPENSION</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>Bar # 104049</p> <p>A Member of the State Bar of California (Respondent)</p>		

Note: All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted September 27, 1982.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of 24 pages, not including the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."

- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
- ☐ until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 284, Rules of Procedure.
 - ☒ costs to be paid in equal amounts prior to February 1 for the following membership years: two years following the effective date of the Supreme Court order of discipline.
(hardship, special circumstances or other good cause per rule 284, Rules of Procedure)
 - ☐ costs waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs"
 - ☐ costs entirely waived

B. Aggravating Circumstances [for definition, see Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.

- (1) ☐ **Prior record of discipline** [see standard 1.2(f)]
- (a) ☐ State Bar Court case # of prior case
 - (b) ☐ Date prior discipline effective
 - (c) ☐ Rules of Professional Conduct/ State Bar Act violations:
 - (d) ☐ Degree of prior discipline
 - (e) ☐ If Respondent has two or more incidents of prior discipline, use space provided below.
- (2) ☐ **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) ☐ **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) ☐ **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.
- (5) ☐ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) ☐ **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.

- (7) ☐ **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct.
- (8) ☒ **No aggravating circumstances** are involved.

Additional aggravating circumstances:

C. Mitigating Circumstances [see standard 1.2(e)]. Facts supporting mitigating circumstances are required.

- (1) ☒ **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious. Respondent has been a member of the State Bar for 27 years and has no prior record of discipline.
- (2) ☐ **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) ☒ **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings. Throughout this proceeding, Respondent cooperated fully with the State Bar, answered the questions that were posed by the State Bar, and entered into this comprehensive stipulation acknowledging his misconduct and settling this case prefiling.
- (4) ☐ **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) ☐ **Restitution:** Respondent paid \$ _____ on _____ in restitution to _____ without the threat or force of disciplinary, civil or criminal proceedings.
- (6) ☐ **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) ☐ **Good Faith:** Respondent acted in good faith.
- (8) ☐ **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9) ☐ **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) ☐ **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) ☐ **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.

- (12) ☐ **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) ☐ **No mitigating circumstances** are involved.

Additional mitigating circumstances

D. Discipline:

(1) ☒ **Stayed Suspension:**

- (a) ☒ Respondent must be suspended from the practice of law for a period of one year.
- i. ☐ and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii) Standards for Attorney Sanctions for Professional Misconduct.
- ii. ☐ and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. ☐ and until Respondent does the following:
- (b) ☒ The above-referenced suspension is stayed.

(2) ☒ **Probation:**

Respondent must be placed on probation for a period of three years, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)

(3) ☒ **Actual Suspension:**

- (a) ☒ Respondent must be actually suspended from the practice of law in the State of California for a period of 90 days.
- i. ☐ and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct
- ii. ☐ and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. ☐ and until Respondent does the following:

E. Additional Conditions of Probation:

- (1) ☐ If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- (2) ☒ During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.

- (3) ☒ Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (4) ☒ Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.
- (5) ☒ Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

In addition to all quarterly reports, a final report, containing the same information, is due no earlier than twenty (20) days before the last day of the period of probation and no later than the last day of probation.

- (6) ☐ Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7) ☒ Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (8) ☒ Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.
- ☐ No Ethics School recommended. Reason: .
- (9) ☐ Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.
- (10) ☒ The following conditions are attached hereto and incorporated:
- | | |
|---|---|
| <input type="checkbox"/> Substance Abuse Conditions | <input type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions | <input checked="" type="checkbox"/> Financial Conditions |

F. Other Conditions Negotiated by the Parties:

- (1) ☒ **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. **Failure to pass the MPRE results in actual suspension without**

further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.

☐ No MPRE recommended. Reason:

- (2) ☒ **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (3) ☐ **Conditional Rule 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (4) ☐ **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension:
- (5) ☒ **Other Conditions:** Within two (2) years of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance and completion of four (4) hours of participatory live instruction courses in attorney/client relationships and fee agreements. Respondent shall not use these courses as part of his MCLE requirement.

The Attachment to the Stipulation re Facts, Conclusions of Law and Disposition comprises pages 10 to 14.

In the Matter of
Mansfield Collins

Case number(s):
03-O-02352

A Member of the State Bar

Financial Conditions

a. Restitution

- ☒ Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payee(s) listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) listed below, Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs.

Payee	Principal Amount	Interest Accrues From
The four Tenorio brothers	\$258,000.00	January 18, 2005

- ☒ Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than **as set forth below**.

The Bankruptcy Court in the consolidated Arizona Bankruptcy Case entered judgment against Respondent in favor of the four "Tenorio Brothers", i.e., Flavio, Aurelio, Francisco and Filiberto, on February 24, 2005. (See "Partial Judgment" in Leasco, Inc., (Flavio Tenorio, et al vs. Leasco, et al, BC 277153) Case No. 03-bk-21422-JMM, Adversary No. 04-ap-00089, hereafter "Partial Judgment", page 3, lines 9-10). The Partial Judgment is attached as Exhibit 1. The Court ordered that Respondent pay the Tenorio Brothers the amount of \$258,000, through a collection account at First American Title. (See Partial Judgment, page 5, lines 8-12.) The collection escrow account was ordered by the Court to be set up at First American Title Company, Phoenix, Arizona, to administer the payments on the Judgment by the various judgment debtors. (See Partial Judgment, page 4, lines 14-16.) Interest shall accrue at the statutory interest rate in California (See Partial Judgment, page 5, lines 10-11.)

Respondent shall pay the restitution in the manner ordered by the Bankruptcy Court, on the schedule set forth below. Respondent shall be entitled to any credit or offset for payments to the Tenorio Brothers from Respondent by any other means, such as garnishment or seizure of accounts. If Respondent and the Tenorio Brothers reach a stipulated agreement for a payment that will be considered by the Tenorio Brothers as satisfaction in full of the judgment amount, that agreed amount shall be considered the full amount of the restitution owed by Respondent to the Tenorio Brothers under the terms of this Stipulation. Respondent must provide satisfactory proof of each payment to the Office of Probation with each quarterly probation report, or as otherwise directed by the Office of Probation.

b. Installment Restitution Payments

- ☒ Respondent must pay the above-referenced restitution on the payment schedule set forth below. Respondent must provide satisfactory proof of payment to the Office of Probation
- (Financial Conditions form approved by SBC Executive Committee 10/16/2000. Revised 12/16/2004; 12/13/2006.)

with each quarterly probation report, or as otherwise directed by the Office of Probation. No later than 30 days prior to the expiration of the period of probation (or period of reprobation), Respondent must make any necessary final payment(s) in order to complete the payment of restitution, including interest, in full.

Payee/CSF (as applicable)	Minimum Payment Amount	Payment Frequency
The four Tenorio brothers	\$100,000	Before the expiration of the first year of probation
The four Tenorio brothers	\$100,000	Before the expiration of the second year of probation
The four Tenorio brothers	Remainder of \$258,000.00 plus all accrued interest	No later than 30 days prior to the expiration of the third year of probation

c. Client Funds Certificate

- ☐ 1. If Respondent possesses client funds at any time during the period covered by a required quarterly report, Respondent must file with each required report a certificate from Respondent and/or a certified public accountant or other financial professional approved by the Office of Probation, certifying that:
- a. Respondent has maintained a bank account in a bank authorized to do business in the State of California, at a branch located within the State of California, and that such account is designated as a "Trust Account" or "Clients' Funds Account";

b. Respondent has kept and maintained the following:

- i. A written ledger for each client on whose behalf funds are held that sets forth:
 1. the name of such client;
 2. the date, amount and source of all funds received on behalf of such client;
 3. the date, amount, payee and purpose of each disbursement made on behalf of such client; and,
 4. the current balance for such client.
- ii. a written journal for each client trust fund account that sets forth:
 1. the name of such account;
 2. the date, amount and client affected by each debit and credit; and,
 3. the current balance in such account.
- iii. all bank statements and cancelled checks for each client trust account; and,
- iv. each monthly reconciliation (balancing) of (i), (ii), and (iii), above, and if there are any differences between the monthly total balances reflected in (i), (ii), and (iii), above, the reasons for the differences.

c. Respondent has maintained a written journal of securities or other properties held for clients that specifies:

- i. each item of security and property held;
- ii. the person on whose behalf the security or property is held;
- iii. the date of receipt of the security or property;
- iv. the date of distribution of the security or property; and,
- v. the person to whom the security or property was distributed.

2. If Respondent does not possess any client funds, property or securities during the entire period covered by a report, Respondent must so state under penalty of perjury in the report filed with the Office of Probation for that reporting period. In this circumstance, Respondent need not file the accountant's certificate described above.

3. The requirements of this condition are in addition to those set forth in rule 4-100, Rules of Professional Conduct.

d. Client Trust Accounting School

- ☒ Within one (1) year of the effective date of the discipline herein, Respondent must supply to the Office of Probation satisfactory proof of attendance at a session of the Ethics School Client Trust Accounting School, within the same period of time, and passage of the test given at the end of that session.

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: MANSFIELD COLLINS

CASE NUMBER: 03-O-02352

PENDING PROCEEDINGS:

The disclosure date referred to, on page one, paragraph A.(7), was August 5, 2010.

FACTS:

1. Prior to 1997, some individuals in the Tenorio family, including, but not limited to several brothers, Flavio Reynaldo Tenorio ("Flavio"), Aurelio Tenorio ("Aurelio"), Francisco Tenorio ("Francisco"), Juan Tenorio ("Juan") and Filiberto Tenorio ("Filiberto"), owned and operated Mexican style restaurants in Arizona and/or California. Some of the Tenorio brothers also claimed ownership rights to the restaurant name "Filiberto's," and allowed others to use that name in return for a monthly "franchise-like" fee.
2. In early 1998, some members of the Tenorio family, along with 185 of their employees, were arrested on federal felony charges relating to their restaurant businesses. Charges against them included knowingly employing illegal aliens, inaccurately stating income, and others. Flavio Tenorio and Aurelio Tenorio were both charged in United States District Court, District of Arizona (the "Arizona criminal matter").
3. Aurelio was initially represented by another attorney. On February 12, 1998, while incarcerated in San Bernardino, Aurelio and one of his brothers met with Ivania Piskulich ("Piskulich") and Respondent for the purpose of hiring new counsel for the Arizona criminal matter. On February 14, Respondent, Piskulich, and attorney Cornell Price met with Flavio and Aurelio. On February 17, 1998, Flavio executed an Agency Agreement with Piskulich, on behalf of himself and three Tenorio brothers (Aurelio, Francisco and Filiberto) memorializing the oral agreement they had reached a few days earlier. The Agency Agreement empowered Piskulich to coordinate the payment of legal fees which would be incurred by the Tenorios for their legal defense, and for the selection of a legal defense team to represent the brothers in the Arizona criminal matter. On February 18, 1998, Flavio and Aurelio were removed to Phoenix, Arizona.
4. In February 1998, Respondent agreed to be paid \$10,000 for all his legal work in connection with his defense of Aurelio in the Arizona criminal matter, through trial if necessary. The agreement also contained a provision to modify the fee: "Should additional fees be necessary, both parties agree to decide in good faith the required amount." No other fee agreement was ever made in writing.
5. By April 1998, in the Arizona criminal matter, Respondent represented Aurelio. Each of the other Tenorio brothers had his own attorney at that point. Once the defense attorneys were in place, the attorneys for the brothers began working in a united effort to coordinate defenses for the Tenorios. Over 65 boxes of evidence and three boxes of video-taped material witness interviews were delivered to Respondent's office. When Respondent undertook Aurelio's representation, he had no idea how complicated and

far-reaching the matter would be. It involved four separate defendants, with Federal charges before the Criminal Court, IRS and INS, in two different states, and was eventually designated a complex criminal case in Federal Court.

6. In June 1998, Piskulich formed a company known as LEASCO, Inc. ("LEASCO"). LEASCO was formed to sell the Filiberto's restaurants' trademark and trade name to Piskulich to assist the Tenorios in paying their attorney fees, criminal fines, and tax debt owed to the Internal Revenue Service ("IRS"). To this end, the Tenorios agreed to sell their restaurants' trademark and trade name to LEASCO.
7. From February 1998 and continuing through June 2002, Respondent represented Aurelio in various legal matters, which included Aurelio's defense in the Arizona criminal matter. This representation involved numerous meetings with co-counsel and many trips to Phoenix. Respondent travelled to Mexico on two occasions and prepared a sentencing video showing the town and depicting their humble ways and origins. This was presented to the Court, when Respondent obtained the reduced sentences from USDC Judge Stephen McNamee.
8. On April 5, 1999, Respondent submitted a billing statement for legal services rendered to Aurelio and Flavio. The billing statement itemized the services by month and year, but not by specific date. The services are described generally as "several letters" to a Probation Officer; "Travel to San Diego/Encinitas," "consultation, review, analysis with accountant," and travel expenses. The costs were categorized as copies, faxes, phone, and postage, with totals for each category. There were no dates designated. Respondent's legal fee totaled \$29,625, and costs totaled \$11,250.
9. By January 20, 2000, Aurelio Tenorio and Flavio Tenorio had pleaded guilty in the Arizona criminal matter. Each of them served 13 months in prison and each was fined \$375,110. After a trial, in which Respondent and Antonio Bueno as co-counsel, represented Aurelio he was deported to Mexico.
10. On February 4, 2000, Respondent submitted a billing statement for legal services rendered to Flavio and his brothers, Aurelio, Filiberto and Francisco, for the period of May 1998 through January 2000. The billing statement, without specific dates, generally described the legal services, including that Respondent coordinated the "leadership of the defense for both INS and IRS; was responsible for the Tenorio brothers' probation matters; "met with INS, IRS, and the AUSA several times in Washington and Phoenix;" "coordinated and appeared at all debriefings with each defendant;" met with each defendant many times; and traveled out of state, out of city, and out of country." The billing statement fee totaled \$210,000, and also requested a "fair bonus" for "good results" in the amount of \$31,500 for "good results."
11. On October 26, 2001, Respondent submitted a billing statement for legal services rendered to Flavio, Aurelio, Filiberto and Francisco, for the period of February 2000, through October 2001, without specific dates. The billing statement generally described the time spent by Respondent as up to 80 hours per month on the Tenorio Brothers' cases, including coordination of defense and post-plea private sentencing reports, visits with defendants at correctional institutions at Eloy, Safford, Lompoc and MCI, meetings with IRS and INS officials in Phoenix as well as other attorneys. The billing statement also generally referred to phone calls and research and preparation of motions. The billing statement also included costs which were only itemized as totals of "copies, faxes, phone and postage" totaling \$4,625. The total bill was \$226,213.77, after accounting for payments received.
12. On March 7, 2003, Flavio, in pro per, filed an action against Respondent and other in Los Angeles Superior Court case no. BC291670, (the "Malpractice Action").

13. On December 8, 2003, LEASCO filed for Chapter 11 Bankruptcy in Arizona, United States Bankruptcy Court case no. 03-21422-PHX-JMM. Because LEASCO filed for Chapter 11 bankruptcy in Arizona, the Malpractice Action in Los Angeles Superior Court case no. BC291670, and the LEASCO dispute matter, Los Angeles Superior Court case no. BC277153, were removed to the bankruptcy action in Arizona.
14. On January 18, 2005, the Bankruptcy Court in the consolidated Arizona bankruptcy case issued a Memorandum Decision and Partial Judgment against Respondent. The court determined that Respondent received over \$268,000 in attorney fees and that he was entitled to only \$10,000. The court entered judgment against Respondent in the amount of \$258,000, the amount that the Tenorio brothers had overpaid Respondent. The court also found that Respondent's request to the court for an additional \$226,213.77 in fees not paid, was unreasonable and excessive and that such fees were not properly itemized or earned. The court denied Respondent's request for additional fees.
15. Respondent filed various post-trial motions challenging the Memorandum Decision. He also filed an appeal to the Federal District Court of the Bankruptcy Court's decision on the motions, which was denied. He has also filed an appeal to the Ninth Circuit Court of Appeals. All of the appeals were decided against Respondent.

CONCLUSIONS OF LAW:

By charging and receiving \$258,000 in attorney's fees when he had not properly documented or contracted for those fees, and by then charging an additional \$226,213.77 in fees when he was not entitled to those fees, Respondent entered into an agreement for, charged, or collected an unconscionable fee in wilful violation of Rule of Professional Conduct 4-200(A).

AUTHORITIES SUPPORTING DISCIPLINE:

Standards:

Pursuant to Standard 1.3 of the Standards for Attorney Sanctions for Professional Misconduct:

The primary purposes of disciplinary proceedings conducted by the State Bar of California and of sanctions imposed upon a finding or acknowledgment of a member's professional misconduct are the protection of the public, the courts and the legal profession; the maintenance of high professional standards by attorneys and the preservation of public confidence in the legal profession.

Pursuant to Standard 1.6(b)(ii) of the Standards for Attorney Sanctions for Professional Misconduct:

If mitigating circumstances are found to surround the particular act of misconduct found or acknowledged and the net effect of those mitigating circumstances, by themselves and in balance with any aggravating circumstances found, demonstrates that the purposes of imposing sanctions set forth in standard 1.3 will be properly fulfilled if a lesser degree of sanction is imposed. In that case, a lesser degree of sanction than the appropriate sanction shall be imposed or recommended.

Pursuant to Standard 2.7 of the Standards for Attorney Sanctions for Professional Misconduct:

Culpability of a member of a wilful violation of that portion of rule 4-200, Rules of Professional Conduct re entering into an agreement for, charging or collecting an unconscionable fee for legal services shall result in at least a six-month actual suspension from the practice of law, irrespective of mitigating circumstances.

To determine the appropriate level of discipline, the standards provide guidance. *Drociak v. State Bar* (1991) 52 Cal.3d 1085; *In the Matter of Sampson*, 3 Cal. State Bar Ct. Rptr. 119. A disciplinary recommendation must be consistent with the discipline in similar proceedings. See *Snyder v. State Bar* (1990) 49 Cal.3d 1302. Moreover, the recommended discipline must rest upon a balanced consideration of relevant factors. *In the Matter of Sampson*, 3 Cal. State Bar Ct. Rptr. 119.

Cases

In the Matter of Van Sickle (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 980, the Review Department surveyed not only the "flexible nature of the standards," but also the few cases involving Rule 4-200. The court determined the appropriate discipline to be a **three-month actual suspension**.

The court relied on two Supreme Court cases, *Goldstone v. State Bar* (1931) 214 Cal. 490, and *Recht v. State Bar* (1933) 218 Cal. 352. Both cases were prior to the enactment of Rule 4-200. In *Goldstone* the court imposed a three months suspension and characterized the respondent's overcharging of fees as moral turpitude. In *Recht*, while representing an investment trust and gaining information of a confidential character, respondent solicited employment from two persons who were investors in the trust, without revealing his professional association with the trust. He had the investors sign contracts with him by which he would and actually did exact an exorbitant and unconscionable fee. The court found respondent's conduct to be dishonest and oppressive, and imposed a three months suspension. The court in *Van Sickle* reviewed and discussed these two cases, compared them to the facts in *Van Sickle*, and found them persuasive. The court specifically relied upon them to reach their decision to impose a **three months actual suspension**.

The Review Department restated its view once again, that "although the Standards were established as *guidelines*, ultimately the proper recommendation of discipline rest[s] on a *balanced consideration of the unique factors in each case*." *Van Sickle*, at 994, (emphasis added.)

The Review Department in *Van Sickle* discussed several Supreme Court cases in which that court declined to apply the "mandatory" language, because it would be "unduly harsh." *Id.* at 996.

The foregoing cases make it clear that, where appropriate, the Supreme Court will not hesitate to impose a *level* of discipline lower than that specified by a standard's seemingly mandatory

language, even when the standard expressly provides for a minimum discipline “irrespective of mitigating circumstances.” *Ibid.*

The Review Department then proceeded to survey the limited case law involving **unconscionable** fees. Notwithstanding the Standards’ statement of a six-month actual suspension being the presumptive “minimum,” the court found that the cases it reviewed covered varying degrees of misconduct. The Review Department stated that although many of the resulting disciplines were six-months actual suspension or more, in those cases “there has been **additional, serious misconduct**” *Id.* at 997, emphasis added.

The court found that the two cases most similar to *Van Sickle* were *Goldstone* and *Recht*. In those cases, where there was little or no aggravation, and significant mitigation, the result was **three months** actual suspension.

COSTS OF DISCIPLINARY PROCEEDINGS:

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of August 5, 2010, the prosecution costs in this matter are \$2,204.27. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

In the Matter of Mansfield Collins

Case number(s):
03-O-02352

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Fact, Conclusions of Law and Disposition.

Date _____

Respondent's Signature

Mansfield Collins
Print Name

Date

Respondent's Counsel Signature

JoAnne Earls Robbins
Print Name

Date

Deputy Trial Counsel's Signature


Erin McKeown Joyce
Print Name

(Do not write above this line.)

In the Matter of Mansfield Collins	Case number(s): 03-O-02352
---------------------------------------	-------------------------------

SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Fact, Conclusions of Law and Disposition.

Date	Respondent's Signature	Mansfield Collins
Aug. 22, 2010		Print Name
Date	Respondent's Counsel Signature	JoAnne Earls Robbins
		Print Name
Date	Deputy Trial Counsel's Signature	Erin McKeown Joyce
		Print Name

1
2
3
4
5
6
7
8 **UNITED STATES BANKRUPTCY COURT**
9 **DISTRICT OF ARIZONA – PHOENIX**

10 In re:

11 LEASCO, INC., a California corporation,
12 Debtor.

13 BC 277153

14 FLAVIO TENORIO; JUAN TENORIO;
15 FRANCISCO TENORIO; AURELIO
16 TENORIO; and FILIBERTO TENORIO,

17 Plaintiffs,

18 vs.

19 LEASCO, INC., a California corporation;
20 LEASCO HOLDINGS, INC., a California
21 corporation; MANSFIELD COLLINS; and
22 IVANIA PISKULICH,

23 Defendants.

24 CV 03-2421
25 CV 02-2265 PXH
26 CV 2002-023269
27 CV 2002-023270
28 CV 2002-023273
CV 2002-023274

LEASCO, INC.,

Plaintiff,

vs.

...

In Proceedings Under Chapter 11

Case No. 03-bk-21422-JMM

Adversary No. 04-ap-00089-JMM

PARTIAL JUDGMENT

1 ARMANDO MANCILLAS; OLGA
2 MANCILLAS; MARIA FRANCISCA
3 MANCILLAS; JUAN TENORIO; ARACELI
4 TENORIO; SANTA DOMINGO &
5 COMPANY, INC.; RAUL RIOS; MARTHA
6 RIOS; JORGE TENORIO; ADELAIDA
7 TENORIO; SERGIO TENORIO; ANA
8 ELIZABETH TENORIO; JORGE
9 QUINTERO; and IRMA QUINTERO,

10 Defendants.

11 The Court, having conducted a trial, having reviewed the evidence presented, having
12 issued its Memorandum Decision dated January 18, 2005 (which contains extensive findings and
13 conclusions by the Court pursuant to the trial, in accordance with Fed. R. Civ. Proc. 52 and
14 Bankruptcy Rule 7052), and having announced its rulings on Motions to Alter or Amend after a
15 hearing in open court on February 17, 2005, or by Supplemental Ruling, and good cause
16 appearing,

17 IT IS ORDERED, ADJUDGED, DECREED OR DECLARED AS FOLLOWS:

18 1. The parties affected by this Judgment are only those who have appeared herein, and no
19 others. Those appearing were:

20 Flavio Tenorio
21 Filiberto Tenorio
22 Francisco Tenorio
23 Aurelio Tenorio

24 Juan Tenorio
25 Araceli Tenorio
26 Santa Domingo & Company, Inc.
27 Raul Rios
28 Martha Rios
29 Jorge Tenorio
30 Adelaida Tenorio
31 Sergio Tenorio
32 Ana Elizabeth Tenorio
33 Jorge Quintero
34 Irma Quintero

35 Leasco, Inc.
36 Leasco Holdings, Inc.

37 Ivania Piskulich

38 Mansfield Collins

1 2. Leasco, Inc. is the owner of the "Filiberto's" trademark, trade name, and all of the
2 accompanying goodwill associated therewith, including but not limited to, operational handbooks,
3 recipes, designs and logos.

4 3. Juan Tenorio does not own the "Filiberto's" trademark, trade name, or any of the
5 accompanying goodwill or other property associated therewith. The Arizona state trademark
6 registration claimed by Juan Tenorio, Registration No. 32666 does not create or establish any
7 ownership right or interest of Juan Tenorio in the "Filiberto's" trademark, trade name, or any of
8 the accompanying goodwill or other property associated therewith.

9 4. The balance owing to Flavio Tenorio, Francisco Tenorio, Aurelio Tenorio and
10 Filiberto Tenorio (also described herein as the "Four Brothers" or the "Tenorio Brothers") by
11 Leasco, Inc. under the Promissory Note is declared to be Three Million Three Hundred Thirty-
12 Eight Thousand, Eight Hundred Seventy-Four and 00/100 Dollars (\$3,338,874) as of the date of
13 this Judgment. From and after the date of this Judgment, simple interest at the rate of twelve
14 percent (12%) per year shall resume on that balance, or such balance as it may be reduced by
15 principal payments made pursuant to this Judgment. The first monthly payment on the
16 Promissory Note shall be made on the first business day of the next month following entry of the
17 Judgment. Each monthly payment thereafter shall be due on the first business day of each
18 subsequent month. Each monthly payment shall consist of: (i) a principal payment of \$25,000;
19 plus (ii) twelve percent (12%) per year simple interest accruing monthly on the outstanding
20 principal balance. For the first monthly payment, the interest will be calculated pro-rata based on
21 the number of days on which interest accrued in the month prior to the first monthly payment
22 after the date on which the Court enters this Judgment. [The Court presents the following
23 example to facilitate calculation of the first monthly payment. If the date of entry of this
24 Judgment is February 22, 2005, the amount due on March 1, 2005 will be a principal payment of
25 \$25,000 plus interest calculated at the rate of twelve percent (12%) per year on \$3,338,874 (the
26 Promissory Note's current principal balance) for six (6) days.] If Leasco, Inc. defaults in making
27 the monthly payments required by this Judgment, the Promissory Note may be enforced
28 according to its terms and subject to the limitations on amounts immediately due stated by the

1 Court in the Memorandum Decision. Until the indebtedness owing under the Promissory Note
2 has been paid in full, Leasco shall be, and is hereby enjoined from selling, transferring, or
3 encumbering the "Filiberto's" trademark, trade name, proprietary rights, designs, logos, menus,
4 recipes, operational handbooks and manuals, or accompanying goodwill (although Leasco, Inc.
5 may license all of the foregoing in the ordinary course of its business). The provisions of this
6 Judgment regarding payment of the Promissory Note and related provisions to ensure such
7 payment may be modified by the provisions of a plan of reorganization confirmed by the Court.

8 5. Because the Promissory Note does not contain an acceleration clause, the Court
9 declares that the balance due to the Tenorio Brothers under the Promissory Note, to date of
10 Judgment, may only be immediately enforced to collect what amounts are due as of the date of
11 Judgment in the sum of Two Million Seven Hundred Forty-Four Thousand Seven Hundred
12 Twenty-Six and 00/100 Dollars (\$2,744,726), through 2004, plus any 2005 principal payments
13 not paid up to the date of Judgment, subject to the application of bankruptcy law principles.

14 6. A collection escrow account shall be established, at First American Title
15 Company, Phoenix, Arizona, to administer the monthly payments and credits henceforth on the
16 Promissory Note. Routine escrow fees and costs shall be divided equally between the parties,
17 50% Leasco and 50% Tenorio Brothers. First American Title Company shall print out an
18 amortization schedule for each of the parties.

19 7. Ivania Piskulich's agency with the Tenorio Brothers is terminated.

20 8. The Tenorio Brothers shall have Judgment against Ivania Piskulich, jointly and
21 severally, for Seventy Thousand Two Hundred Four and 50/100 ^{Dollars} (\$70,204.50) for amounts
22 previously paid by them to Ms. Piskulich for services as their agent. Ms. Piskulich shall pay
23 ^{such} Judgment into the above-referenced collection account at First American Title. Leasco shall
24 receive credit, for every such payment made by Ms. Piskulich, against the amount owed by
25 Leasco to the Tenorio Brothers under the Promissory Note; and the amount of principal owed by
26 Leasco under the Promissory Note shall be reduced by the amount of every such payment made
27 by Ms. Piskulich. Post-Judgment interest shall accrue on this \$70,204.50 amount from date of
28 Judgment until paid, at the statutory rate applicable to California judgments.

1 9. To the extent that Ivania Piskulich claims that she is still owed \$269,763.50, in
2 addition to what she already has collected through Leasco, for a total of \$339,967.50, the Court
3 declares that because Ms. Piskulich has been found to have breached her Agency Agreement, that
4 she is to be paid nothing for her agency, and that she is owed nothing more. Her claims for
5 Judgment against the Tenorio Brothers be, and are hereby dismissed, with prejudice.

6 10. Mansfield Collins is entitled to a single fee of \$10,000 from Aurelio Tenorio, and
7 has been paid in full.

8 11. The Tenorio Brothers shall have Judgment, jointly and severally, against
9 Mansfield Collins for Two Hundred Fifty-Eight Thousand Four Hundred and 34/100 Dollars
10 (\$258,400.34) together with statutory interest at the California judgment rate from date of
11 Judgment until paid. Mr. Collins shall pay his payment(s) of such Judgment into the above-
12 referenced collection account at First American Title. Leasco shall receive a credit, for every
13 such payment made by Mr. Collins, against the amount owed by Leasco to the Tenorio Brothers
14 under the Promissory Note; and the amount of principal owed by Leasco under the Promissory
15 Note shall be reduced by the amount of every such payment made by Mr. Collins. The Court also
16 enters Judgment that Mr. Collins' claims for \$226,213.77 against Aurelio Tenorio and/or any of
17 the Tenorio Brothers be and are hereby dismissed with prejudice, said claims being found to be
18 unreasonable, excessive, not properly itemized, and not within the contract of the parties.

19 12. The Tenorio Brothers tortiously interfered with Leasco's contracts and, therefore,
20 they shall forfeit all interest from March 1, 2002 to date of Judgment herein. Thereafter, interest
21 shall resume at the Promissory Note's rate of 12% simple interest per annum. Should the Tenorio
22 Brothers continue such tortious interference, Post-Judgment, this Court expressly retains
23 jurisdiction to enforce an appropriate remedy against the Tenorio Brothers.

24 13. The Tenorio Brothers are hereby permanently enjoined from interfering with any
25 of Leasco's license agreements with its licensed restaurant operators.

26 14. Monetary judgments, as well as permanent injunctions, shall be entered in favor of
27 Leasco and against the unlicensed Arizona restaurants, which were parties to this action, as
28 follows:

Owner	Location	Amount
Santo Domingo and Co., Inc.	1845 E. Guadalupe Rd., Tempe, AZ	\$ 47,692
Santo Domingo & Co., Inc.	531 E. Southern Mesa, AZ	80,747

15. Santo Domingo and Co., Inc. shall be, and is hereby enjoined from using any property of Leasco (including, without limitation, Leasco's trademark, trade name, operational handbooks, logos, designs, menus, and recipes¹), and are hereby ordered to cease and desist from operating any restaurant or other business using the "Filiberto's" name, or any abbreviations or variations thereof, at the aforementioned locations or at any other Arizona location.

16. Each of the foregoing infringing restaurants listed in Paragraph 14 shall, within thirty (30) days of entry of Judgment, cease and desist in the use of the "Filiberto's" trademark, trade name, operational handbooks, logos, designs, menus, recipes and goodwill which are uniquely associated with the "Filiberto's" restaurants licensed by Leasco. Should such parties refuse to do so, then a continuing, contingent Judgment shall run from the 31st day after Judgment at \$1,000 per day, per restaurant, until the violations cease. The Court also reserves and retains jurisdiction to enforce the terms of this Judgment by contempt or such other means as may be appropriate to the implementation and enforcement of this Judgment.

17. Juan and Araceli Tenorio, Raul and Martha Rios, Jorge Tenorio and Adelaida Tenorio, Sergio Tenorio and Ana Elizabeth Tenorio, and Jorge and Irma Quintero are operators under license agreements with Leasco that have not been terminated and are declared to be contractually liable to Leasco for all license fees proven to be in arrears, plus Leasco's attorneys' fees and costs for the portion of this litigation related to such parties in an amount to be established in further proceedings before this Court.

18. Leasco's prayer for damages against "all members of the Tenorio Family" for infringement and counterfeiting of the mark shall be and is dismissed, with prejudice, except as otherwise provided by this Judgment.

¹ For the purposes of the injunctive relief herein pertaining to the recipes, the injunction does not apply to recipes that may be common in the marketplace among non-"Filiberto's" restaurants; however, the injunction shall apply to recipes which have identifiable tastes or are otherwise unique to or recognizable with the "Filiberto's" restaurants licensed by Leasco.

19. None of the Four Tenorio Brothers, nor Juan Tenorio has any legal right or authority to license or authorize any operator to operate a restaurant as a "Filiberto's" restaurant or under any similar name, without the express written permission of Leasco.

20. Leasco's claims against the California stores for infringement or damages, up to the date of Judgment, will be dismissed, said entities or persons not having been served or provided with due process in this litigation.

21. All other claims in the litigation not otherwise adjudicated or reserved herein are dismissed with prejudice.

22. Pursuant to Fed. R. Civ. Proc. 54(b), made applicable to bankruptcy proceedings by Bankruptcy Rule 7054, the Court determines that although there are multiple claims and multiple parties, there is no just reason for delaying the entry of Partial Judgment herein, and accordingly, the Court directs the Clerk to enter a final Judgment against the following parties:

Leasco, Inc.

Ivania Piskulich

Mansfield Collins

Aurelio, Flavio, Francisco and Filiberto Tenorio

Santo Domingo and Co., Inc.

23. The remaining claims against the licensees will be determined in Supplemental Hearings before this Court, and at the conclusion thereof, a final Judgment will be entered against those parties, thereby terminating this litigation.

24. The Court expressly retains jurisdiction to enforce this Partial Judgment, and to adjudicate any and all ancillary or related matters, unless the Court determines that, in the interest of justice, it should abstain from hearing and deciding any or all of such matters.

DATED: February 24, 2005

JAMES M. MARLAR
UNITED STATES BANKRUPTCY JUDGE

1 **COPIES** of the foregoing e-mailed
2 or telefaxed this ____ day of February, 2005, to:

3 John J. Dawson, Esq.
4 Booker T. Evans, Esq.
5 Gerald L. Shelley, Esq.
6 Sean D. Johnson, Esq.
7 **QUARLES & BRADY STREICH LANG LLP**
8 Renaissance One
9 Two North Central Avenue
10 Phoenix, Arizona 85004
11 *Special Counsel for Leasco, Inc.*

12 Jeffrey Weiss, Esq.
13 Mark Weiss, Esq.
14 Janine Novatt, Esq.
15 Karen Sepura, Esq.
16 **WEISS, MOY & HARRIS, P.C.**
17 4204 North Brown Avenue
18 Scottsdale, Arizona 85251
19 *Attorneys for Juan Tenorio, Araceli Tenorio,*
20 *Santa Domingo & Company, Inc., Raul Rios, Martha Rios*
21 *Jorge Tenorio, Adelaida Tenorio, Sergio Tenorio,*
22 *Ana Elizabeth Tenorio, Jorge Quintero and Irma Quintero*

23 Henk J. Taylor, Esq.
24 **LEWIS & ROCA, LLP**
25 40 North Central Avenue, Suite 1900
26 Phoenix, Arizona 85004-4429
27 *Attorneys for Flavio Tenorio, Filiberto Tenorio,*
28 *Francisco Tenorio and Aurelio Tenorio*

17 Fletcher W. Paddison, Esq.
18 Todd M. Sloan, Esq.
19 Malte L. Farnaes, Esq.
20 **ROSS, DIXON & BELL, LLP**
21 550 West "B" Street, Suite 400
22 San Diego, California 92101-3599
23 *Attorneys for Filiberto Tenorio, Juan Tenorio*
24 *Francisco Tenorio and Aurelio Tenorio*

21 Richard J. Grant, Esq.
22 **GRANT & MORASSE, APC**
23 619 South Vulcan Avenue, Suite 101
24 Encinitas, California 92024
25 *Attorneys for Flavio Tenorio*

25 J. Phillip Glasscock, Esq.
26 **J. PHILLIP GLASSCOCK, P.C.**
27 13430 North Scottsdale Road, Suite 106
28 Scottsdale, Arizona 85251
Attorneys for Ivania Piskulich & Mansfield Collins

...

...

1 Philip G. Mitchell, Esq.
2 Craig J. Bolton, Esq.
3 JENNINGS HAUG & CUNNINGHAM
4 2800 North Central Avenue, Suite 1800
5 Phoenix, Arizona 85004
6 *Attorneys for Debtor*
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(Do not write above this line.)

In the Matter Of
Mansfield Collinds

Case Number(s):
03-O-02352

ORDER

Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- ☐ The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
 - ☒ The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
 - ☐ All Hearing dates are vacated.
1. On page 7 of the Stipulation, paragraph a., lines 1-2, "(including the principal amount, plus interest of 10% per annum)" is deleted, and in its place is inserted, "(as set forth in the Bankruptcy Court's Partial Judgment dated February 24, 2005)".
 2. On page 7 of the Stipulation, paragraph a., first paragraph of the inserted language after the second checked box, lines 5-6, "page 3, lines 9-10)" are deleted, and in its place is inserted, "page 5, lines 8-11)".

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation. (See rule 135(b), Rules of Procedure.) **The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 9.18(a), California Rules of Court.)**

Date

9-20-10


Richard A. Honn
Judge of the State Bar Court

(Stipulation form approved by SBC Executive Committee 10/16/00. Revised 12/16/2004; 12/13/2006.)

Actual Suspension Order

CERTIFICATE OF SERVICE

[Rule 62(b), Rules Proc.; Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on September 20, 2010, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING

in a sealed envelope for collection and mailing on that date as follows:

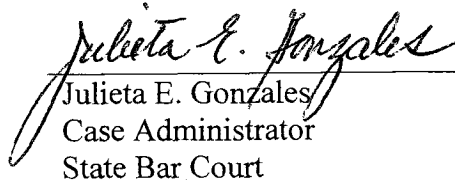
- ☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

JOANNE E ROBBINS ATTORNEY AT LAW
KARPMAN & ASSOCIATES
301 N CANON DR STE 303
BEVERLY HILLS, CA 90210

- ☒ by interoffice mail through a facility regularly maintained by the State Bar of California addressed as follows:

Erin M. Joyce, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on September 20, 2010.



Julieta E. Gonzales
Case Administrator
State Bar Court